

1 BILL NO. S-83-05-09

2 SPECIAL ORDINANCE NO. S-95-82

3 AN ORDINANCE approving a contract
4 by the City of Fort Wayne by and
5 through its Board of Public Works
6 and John Dehner, Inc, for Res.
#386-83, 60" Berry St. Sewer Aban-
donment & Reconnection Project,
DSR 043097.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
8 THE CITY OF FORT WAYNE, INDIANA:


9 SECTION 1. The annexed Contract, made a part hereof,
10 by the City of Fort Wayne by and through its Board of Public Works
11 and John Dehner, Inc., for Res. #386-83, 60" Berry St. Sewer Aban-
12 donment & Reconnection Project, DSR 043097, is hereby ratified
13 and affirmed and approved in all respects. The work under said
14 Contract requires:

15 contract with John Dehner, Inc., for Res.
16 #386-83, 60" Berry Street Sewer Abandon-
17 ment & Reconnection Project, Federal Emer-
18 gency Management Agency Damage Survey Report
19 #043097. This work requires the installation
of new sewers and appurtenances along with
grouting, bulk heads, surface restoration and
temporary sheeting;

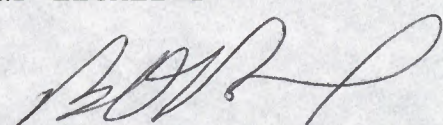
20 the Contract price is Two Hundred Forty-Nine Thousand Four Hun-
21 dred Forty and 70/100 Dollars (\$249,440.70).

22 SECTION 2. Prior approval was received from Council
23 with respect to this Contract on April 11, 1983. Two (2) copies
24 of the Contract attached hereto are on file with the City Clerk,
25 and are available for public inspection.

26 SECTION 3. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29
30 
Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY

33 
34 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs,
seconded by Scruggs, and duly adopted, read the second time
by title and referred to the Committee City of Fort Wayne (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock ____ M., E.S.T.

DATE: 5-10-83

Nadine Escobedo
CITY CLERK

Read the third time in full and on motion by Scruggs,
seconded by Scruggs, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCRUGGS</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-24-83

Sandra E. Kennedy
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. I-95-83
on the 24th day of May, 1983.

ATTEST:
Sandra E. Kennedy
CITY CLERK

(SEAL)
Ray A. E. E. E.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 25th day of May, 1983, at the hour of
11:30 o'clock PM M., E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 26th day of May
1983, at the hour of 9 o'clock A M., E.S.T.

WIN MOSES, JR.
WIN MOSES, JR. - MAYOR

CONTRACT

73-15-14
#20/83

THIS CONTRACT, made the 20th day of April, 1983, by and between JOHN DEHNER, INC., hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the considerations stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

RESOLUTION NO. 386-83, 60-INCH BERRY STREET
SEWER ABANDONMENT & RECONNECTION PROJECT
DSR NO. 043097

for the Owner, all in strict accordance with the drawings and specifications, including any and all addenda, prepared by Bonar & Associates, Inc., which drawings and specifications are made a part of this Contract; and in strict compliance with the Contractor's proposal and other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of Two Hundred Forty-Nine Thousand, Four Hundred Forty Dollars and Seventy Cents (\$249,440.70). Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications
 - a. General & Supplemental Conditions of the Contract
 - b. Instructions to Bidders
 - c. Detailed Specifications
 - d. FEMA Regulations
 - e. EEO Requirements
 - f. City Standards & Specifications
5. Drawings
 - a. Detailed drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which

follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner; and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

(SEAL)

ATTEST:

Edward L. Dehner

Secretary

TITLE

(SEAL)

ATTEST:

Andrew Kennedy

Clerk

TITLE

R. J. Snouffer

ASSOCIATE CITY ATTORNEY

JOHN DEHNER, INC.

(Contractor)

BY

Edward L. Dehner

President

TITLE

CITY OF FORT WAYNE, INDIANA

(Owner)

BY

Robert J. Collins

Betty R. Collins

BOARD OF PUBLIC WORKS

CONTRACT PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, JOHN DEHNER, INC., as principal, and United States Fidelity & Guaranty

Company, as surety are held and firmly bound unto the City of Fort Wayne, Indiana, for the benefit of the Board of Public Works, hereinafter called the Owner, in the penal sum of Two Hundred Forty-Nine Thousand, Four Hundred Forty Dollars and Seventy Cents (\$249,440.70) for payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

DATED this 30 day of April, 1983.

The condition of this obligation is such that whereas the above named principal did, on the 30 day of April, 1983, enter into a contract with the Owner, by the terms of which said principal agreed to furnish all labor, materials, equipment and supplies for the construction of Resolution No. 386-83, 60-Inch Berry Street Sewer Abandonment and Reconnection Project, DSR No. 043097, as described and defined in said Contract and in the specifications and drawings, prepared by Bonar & Associates, Inc., which are a part thereof, ready for continuous and successful operation, for the completion of said work, for the sum of Two Hundred Forty-Nine Thousand, Four Hundred Forty Dollars and Seventy Cents (\$249,440.70) and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which Contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said Contract, then this obligation shall be void, otherwise the same shall remain in full force and effect; said principal shall also promptly pay all indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered in the carrying forward, performing and completion of said Contract; we agreeing and asserting that this undertaking directly inures to the benefit of subcontractors, laborers, material men and those performing service on account of or directly in connection with the completion of said Contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or

conditions of said Contract, plans, specifications, drawings or profile, or any irregularity or defect in said Contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said Surety; and the provisions and conditions of IC 5-16-5 (1971) shall be, operate as, and become a part of the terms of this bond and said Contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 30 day of April, 1983, affixed our signatures and corporate seals to three (3) executed original counterparts of this bond.

ATTEST:

Edward L. Dehner

JOHN DEHNER, INC.
(Principal)

BY Edward L. Dehner
Authorized Agent

ATTEST:

Barbara Hunter

Diane T. Green
Surety
UNITED STATES FIDELITY & GUARANTY CO.
Diane T. Green
Attorney-in-Fact

*Prior approval
received
on 4/11/83*

BILL NO. S-83-05-09

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN
ORDINANCE approving a contract by the City of Fort Wayne by and through
its Board of Public Works and John Dehner, Inc., for RAs. #386-83,
60" Berry St. Sewer Abandonment & Reconnection Project, DSR 043097

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN

Victoria L. Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN

Samuel J. Talarico

DONALD J. SCHMIDT

D. Schmidt

MARK E. GIAQUINTA

Mark E. Giaquinta

PAUL M. BURNS

Concurred 5-24-83

J. Kennedy

DIGEST SHEET

6271

J-83-05-09

TITLE OF ORDINANCE Contract for Res. #386-83, 60" Berry St. Sewer
Abandonment & Reconnection Project, DSR#043097
With John Dehner, Inc.

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE This is for contract with John Dehner, Inc. for
Res. #386-83, 60" Berry Street Sewer Abandonment & Reconnection
Project, Federal Emergency Management Agency Damage Survey Report
#043097. This work requires the installation of new sewers and
appurtenances along with grouting, bulk heads, surface restoration
and temporary sheeting. Contractor John Dehner, Inc.

PRIOR APPROVAL RECEIVED
4/11/83

EFFECT OF PASSAGE Repair of flood damage.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$249,440.70

ASSIGNED TO COMMITTEE (PRESIDENT)